

IT IS HEREBY ADJUDGED
and DECREED this is SO
ORDERED.

The party obtaining this order is responsible for
noticing it pursuant to Local Rule 9022-1.

Dated: September 14, 2010



TIFFANY & BOSCO
P.A.

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Randolph J. Haines

**RANDOLPH J. HAINES
U.S. Bankruptcy Judge**

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Attorneys for Movant

10-21046

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA**

IN RE:

Mark A. Rhoads, Debra M. Rhoads
Debtors.

Wells Fargo Bank, N.A.
Movant,

vs.

Mark A. Rhoads, Debra M. Rhoads, Debtors, Roger
W. Brown, Trustee.

Respondents.

No. 2:10-BK-23998-RJH

Chapter 7

ORDER

(Related to Docket #11)

Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any, and no objection having been received, and good cause appearing therefore,

IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real
2 property which is the subject of a Deed of Trust dated September 19, 2005 and recorded in the office of
3 the Maricopa County Recorder wherein Wells Fargo Bank, N.A. is the current beneficiary and Mark A.
4 Rhoads, Debra M. Rhoads have an interest in, further described as:

5 Lot 92, EASTRIDGE UNIT 3, according to the plat of record in the office of the County Recorder
6 of Maricopa County, Arizona, recorded in Book 492 of Maps, Page 45.

7 EXCEPT therefrom all minerals, carbons, hydrocarbons, oil, gas, chemical elements and
8 compounds whether in solid, liquid or gaseous form and all steel and other forms of thermal
energy on, in or under the above described land, as to Lots 96 through 104, inclusive and Tract B
and a portion of Lots 94, 95 and 105.

9 IT IS FURTHER ORDERED that Movant may contact the Debtors by telephone or written
10 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance
11 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement
12 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against
13 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

14 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter
15 to which the Debtor may convert.
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